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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY: _____

Attorneys for Plaintiff LOS ANGELES
UNIFIED SCHOOL DISTRICT

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

LOS ANGELES UNIFIED SCHOOL
DISTRICT,

Plaintiff,

vs.

BP AMERICA INC., a Delaware
corporation; HANKEY INVESTMENT
COMPANY, LP, a California limited
partnership; MIDWAY MOTORS, a
California corporation; and DOES 1-10,
inclusive,

Defendants.

Case No.

CV 10-01181-PSG(PLA)

COMPLAINT FOR:

- (1) **RESPONSE COSTS UNDER CERCLA;**
- (2) **DECLARATORY RELIEF UNDER CERCLA;**
- (3) **CONTRIBUTION/INDEMNITY UNDER CALIFORNIA HAZARDOUS SUBSTANCES ACCOUNT ACT ("HSAA");**
- (4) **DECLARATORY RELIEF UNDER CALIFORNIA HSAA;**
- (5) **CONTRIBUTION AND ATTORNEYS' FEES UNDER CALIFORNIA LAND REUSE AND REVITALIZATION ACT;**
- (6) **CONTINUING PRIVATE NUISANCE;**
- (7) **CONTINUING PUBLIC NUISANCE;**
- (8) **CONTINUING TRESPASS;**
- (9) **NEGLIGENCE;**
- (10) **EQUITABLE INDEMNITY;**
- (11) **DECLARATORY JUDGMENT;**
- and
- (12) **INJUNCTIVE RELIEF**

1 Plaintiff, the Los Angeles Unified School District ("LAUSD") alleges as follows:

2 **INTRODUCTION**

3 1. LAUSD intends to construct an elementary school on three non-
4 contiguous areas of property within the City of Los Angeles to help relieve
5 overcrowding at Alexandria, Frank del Olmo, Caheunga and Charles H. Kim
6 elementary schools, as well as the White House Place Primary Center. The three non-
7 contiguous areas that will comprise the school are described as the "Northern Area", the
8 "Central Area" and the "Southern Area". This lawsuit concerns the Northern Area and
9 the Central Area (collectively, the "School Site"). LAUSD owns in fee simple the
10 Central Area and portions of the Northern Area, and LAUSD has been issued orders of
11 possession pursuant to its actions for eminent domain with respect to the parcels
12 comprising the remainder of the Northern Area.

13 2. The School Site is surrounded by contaminated properties currently or
14 formerly owned and/or operated by certain named Defendants that have been used for,
15 and/or continue to be used for, manufacturing, gasoline service and other industrial
16 operations. Because the School Site is situated down-gradient and downstream from
17 such properties, the School Site has become contaminated by such surrounding
18 properties via migration of hazardous substances and other contaminants. In addition,
19 because the School Site has previously been used for, and continues to be used for,
20 manufacturing and other industrial operations by certain named Defendants, the School
21 Site has been subject to additional contamination. As a result of the contamination
22 caused by the Defendants, and as required by state law and the California Department
23 of Toxic Substances Control ("DTSC"), LAUSD must remediate the School Site.
24 LAUSD's investigations at the School Site, under the supervision of DTSC, have
25 disclosed contamination in the soil and groundwater at levels that exceed, and in many
26 instances, substantially exceed, applicable regulatory limits. LAUSD files this action to
27 recover the response costs, including past, current and future investigation, testing,
28 cleanup and monitoring costs, incurred by LAUSD with respect to the School Site, and

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1 to enjoin certain Defendants from allowing the migration of hazardous substances and
2 other contaminants from their respective properties to the School Site.

3 3. The total cost of investigating, testing, remediating and monitoring the
4 contamination at the School Site will exceed several million dollars.

5 4. LAUSD is entitled to recover the environmental response costs it has
6 already incurred and will continue to incur in cleaning up the School Site, to a judicial
7 declaration that Defendants are and will remain liable for such costs as LAUSD will
8 incur in the future, to injunctive relief to prevent certain Defendants from continuing to
9 contaminate the School Site, and to an award of its attorneys' fees and costs and
10 regulatory oversight costs incurred in responding to the hazardous substances at the
11 School Site, including, but not limited to, those fees and costs incurred in prosecuting
12 this action.

13 JURISDICTION AND VENUE

14 5. This Court has original jurisdiction over this action pursuant to § 113(b) of
15 the Comprehensive Environmental Response, Compensation and Liability Act of 1980,
16 as amended ("CERCLA"), 42 U.S.C. § 9613(b), and as a federal question pursuant to
17 28 U.S.C. § 1331. This Court has jurisdiction over LAUSD's state law claims as
18 pendant, ancillary and supplemental to LAUSD's federal law claims pursuant to 28
19 U.S.C. § 1367(a).

20 6. Venue is proper pursuant to § 107(a) of CERCLA, 42 U.S.C. § 9613(b) in
21 that the release of hazardous substances and the damage caused thereby occurred in this
22 District, the School Site and the properties at issue owned and/or operated by all
23 Defendants lie within this District, and Defendants are either located or engaged in
24 substantial activities in this District.

25 PARTIES

26 7. Plaintiff LAUSD is a school district organized and existing under and
27 pursuant to the laws of the State of California.
28

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1 8. LAUSD is informed and believes and based thereon alleges that Defendant
2 BP America Inc. ("BP") is a corporation existing under the laws of the State of
3 Delaware and is doing business in the State of California, County of Los Angeles.
4 LAUSD is informed and believes and based thereon alleges that BP is the corporate
5 successor to Atlantic Richfield ("ARCO") by merger, and ARCO was, at all relevant
6 times, a corporation existing under the laws of the State of Delaware that was doing
7 business in the State of California, County of Los Angeles.

8 9. LAUSD is informed and believes and based thereon alleges that Defendant
9 Hankey Investment Company, LP ("Hankey") is, and was at all relevant times, a
10 limited partnership existing under the laws of the State of California, doing business in
11 the State of California, County of Los Angeles.

12 10. LAUSD is informed and believes and based thereon alleges that Defendant
13 Midway Motors ("Midway") is, and was at all relevant times, a corporation existing
14 under the laws of the State of California, doing business in the State of California,
15 County of Los Angeles.

16 11. LAUSD is ignorant of the true names and capacities of the other
17 Defendants sued herein as DOES 1 through 10, and, therefore, complains against these
18 Defendants by such fictitious names. LAUSD is informed and believes and based
19 thereon alleges that each of the fictitiously-named Defendants is responsible in some
20 manner for the acts, omissions or occurrences herein alleged. LAUSD will amend this
21 complaint to show the true names and capacities of those Defendants when they have
22 been ascertained. LAUSD is informed and believes and based thereon alleges that each
23 of the DOE Defendants was the agent, employee, assignee, predecessor in interest
24 and/or successor in interest of each of the remaining DOE Defendants and in doing the
25 things alleged herein was acting within the course and scope of such agency,
26 employment, assignment, or interest.

27 12. LAUSD is informed and believes and based thereon alleges that each of
28 the Defendants was the agent of each of the remaining Defendants and, in doing the

1 acts of which LAUSD complains, was acting within the scope of that agency and with
2 the permission, consent, approval and ratification of the other Defendants.

3 **GENERAL ALLEGATIONS**

4 13. LAUSD is informed and believes and based thereon alleges that Hankey is
5 the current owner of a facility that lies to the north of the School Site (the "ARCO
6 Site"). LAUSD is informed and believes and based thereon alleges that Midway
7 currently operates an automotive dealership on the ARCO Site. LAUSD is informed
8 and believes and based thereon alleges that a variety of hazardous substances and other
9 contaminants have been released on and from the ARCO Site, which hazardous
10 substances and other contaminants have migrated to the School Site.

11 14. LAUSD is informed and believes and based thereon alleges that BP's
12 predecessor, ARCO, formerly operated a gasoline service station on the ARCO Site.
13 LAUSD is informed and believes and based thereon alleges that during ARCO's
14 operation of the ARCO Site a variety of hazardous substances and other contaminants
15 were released on and from the ARCO Site, which hazardous substances and other
16 contaminants have migrated to the School Site.

17 15. LAUSD is informed and believes and based thereon alleges that Hankey is
18 the current owner of an additional facility that lies to the north of the School Site (the
19 "Adjacent Midway Site"). LAUSD is informed and believes and based thereon alleges
20 that Midway currently operates an automotive repair shop on the Adjacent Midway
21 Site. LAUSD is informed and believes and based thereon alleges that a variety of
22 hazardous substances and other contaminants have been released on and from the
23 Adjacent Midway Site, which hazardous substances and other contaminants have
24 migrated to the School Site.

25 16. LAUSD is informed and believes and based thereon alleges that Hankey is
26 the current owner of a facility comprising the southern portion of the School Site (the
27 "Midway Site"), for which LAUSD has been issued an order of possession in a pending
28 eminent domain proceeding. LAUSD is informed and believes and based thereon

1 alleges that a variety of hazardous substances and other contaminants have been
2 released on and from the Midway Site, which hazardous substances and other
3 contaminants have migrated to other portions of the School Site.

4 17. LAUSD is informed and believes and based thereon alleges that Midway
5 formerly operated an automotive repair shop on the Midway Site. LAUSD is informed
6 and believes and based thereon alleges that during Midway's operation of the Midway
7 Site a variety of hazardous substances and other contaminants were released on and
8 from the Midway Site, which hazardous substances and other contaminants have
9 migrated to other portions of the School Site.

10 18. LAUSD has not caused a release of any hazardous substances or other
11 contaminants on the School Site.

12 19. DTSC is the lead environmental regulatory agency responsible for
13 overseeing the investigation, testing, remediation and monitoring of the School Site.
14 DTSC has directed LAUSD to perform a Preliminary Environmental Assessment and
15 Supplemental Site Investigation of the School Site. DTSC has also directed LAUSD to
16 prepare a Remedial Action Workplan for the School Site. At all relevant times herein,
17 LAUSD has complied with DTSC's direction and has undertaken each of these
18 response actions at a substantial cost.

19 **FIRST CLAIM FOR RELIEF**

20 **Response Costs Pursuant to CERCLA**

21 **(Against All Defendants)**

22 20. LAUSD refers to the allegations contained in paragraphs 1 through 19
23 inclusive, and incorporates them by reference as though fully set forth herein.

24 21. Defendants constitute "persons" as that term is defined in § 101(21) of
25 CERCLA, 42 U.S.C. § 9601(21).

26 22. The School Site, and each Defendant's respective facility, are "facilities"
27 as that term is defined in § 101(9) of CERCLA, 42 U.S.C. § 9601(9).
28

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1 23. As further described above, Defendants, and each of them, are “owners”
2 and/or “operators” of facilities during the “release” of hazardous substances, as those
3 terms are defined in § 101(20)(A) of CERCLA, 42 U.S.C. § 9601(20)(A) and §
4 101(22)(A) of CERCLA, 42 U.S.C. § 9601(22)(A).

5 24. The hazardous substances released by Defendants, and each of them, as
6 described above, are “hazardous substances” as defined in § 101(14) of CERCLA, 42
7 U.S.C. § 9601(14).

8 25. In connection with the releases described in Paragraphs 13 through 17
9 hereof, LAUSD has incurred and will continue to incur necessary costs of response
10 consistent with the National Hazardous Substances Pollution Contingency Plan, 40
11 C.F.R. 300.400, *et seq.* (“NCP”), including, but not limited to investigating the scope
12 and nature of the contamination, testing, remediating and monitoring soil and
13 groundwater.

14 26. As a direct result of the release and disposal of the hazardous substances as
15 alleged above, LAUSD has suffered damages to date in excess of several million
16 dollars, and will continue to incur necessary response costs in the future. The amount
17 of these necessary costs is not precisely ascertainable at this time and LAUSD makes
18 claim according to proof at trial.

19 27. Defendants, and each of them, are strictly liable, jointly and severally,
20 under § 107(a) of CERCLA, 42 U.S.C. § 9607(a), either because they owned and/or
21 operated facilities at the time when a release of hazardous substances occurred, or
22 because they currently own and/or operate facilities at which a release of hazardous
23 substances has occurred.

24 28. LAUSD is therefore entitled to recover from Defendants, and each of
25 them, past, present and future response costs, including attorneys’ fees, interest and
26 court costs pursuant to CERCLA, including but not limited to, 42 U.S.C. § 9607(a).

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SECOND CLAIM FOR RELIEF

Declaratory Relief Pursuant to CERCLA

(Against All Defendants)

29. LAUSD refers to the allegations contained in paragraphs 1 through 28 inclusive, and incorporates them by reference as though fully set forth herein.

30. An actual controversy exists between LAUSD on the one hand and the Defendants on the other hand regarding their respective rights and obligations concerning necessary response costs under § 107(a) of CERCLA, 42 U.S.C. 9607(a).

31. LAUSD asserts that Defendants, as the current or past owners and/or operators of their respective facilities at the time of the disposal and release of hazardous substances, and at all relevant times thereafter, are solely responsible for all necessary response costs under § 107(a) of CERCLA, 42 U.S.C. 9607(a). LAUSD is informed and believes and based thereon alleges that Defendants, and each of them, disagree with LAUSD's assertion.

32. LAUSD desires a judicial determination that Defendants are strictly, jointly and severally liable to LAUSD for necessary costs consistent with the NCP.

33. Such a declaration is necessary and appropriate at this time in order to ensure that an immediate and proper clean-up occurs, thereby avoiding any additional contamination of the School Site or other surrounding properties.

THIRD CLAIM FOR RELIEF

Contribution and/or Indemnity Pursuant to the

California Hazardous Substance Account Act

(Against All Defendants)

34. LAUSD refers to the allegations contained in paragraphs 1 through 28 inclusive, and incorporates them by reference as though fully set forth herein.

35. The chemicals and substances alleged herein that contaminated the School Site are "hazardous substances" under § 25316 of the California Health and Safety Code.

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36. The hazardous substances released into the environment constituted a “release” within the meaning of § 25320 of the California Health and Safety Code.

37. Each Defendant is a “person” as described in § 25319 of the California Health and Safety Code.

38. Defendants, and each of them, are liable persons as described by California Health and Safety Code § 25323.5 and are therefore liable in contribution and/or indemnity for LAUSD’s response costs pursuant to California Health and Safety Code § 25363(e).

39. As a proximate result of each Defendant’s releases and discharges of hazardous substances into the environment, including into the soil and groundwater, LAUSD has had to incur, and will continue to incur, necessary response costs, consistent with Subpart E of the NCP.

40. Notice of commencement of this action is being given to the Director of DTSC pursuant to § 25363(e) of the California Health and Safety Code.

41. Defendants, and each of them, are strictly liable to LAUSD for contribution and/or indemnity under California Health and Safety Code §§ 25363 and 25323.5 for all amounts that LAUSD has incurred and may in the future incur as the result of the releases or threatened releases of hazardous substances at the School Site.

FOURTH CLAIM FOR RELIEF

Declaratory Relief Pursuant to the California Hazardous

Substance Account Act

(Against Hankey and Midway)

42. LAUSD refers to the allegations contained in paragraphs 1 through 28 and 35 through 41 inclusive, and incorporates them by reference as though fully set forth herein.

43. An actual controversy exists between LAUSD on the one hand and Hankey and Midway on the other hand (both with respect to the Adjacent Midway Site)

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1 regarding their respective rights and obligations concerning necessary response costs
2 under Health and Safety Code Section 25363(e).

3 44. LAUSD asserts that Hankey and Midway, as the respective owner and
4 operator of the Adjacent Midway Site at the time of the disposal and release of
5 hazardous substances, and at all relevant times thereafter, are solely responsible for all
6 necessary response costs incurred in connection with the investigation, testing, removal,
7 other remediation or monitoring of the hazardous substances on the School Site that
8 migrate from the Adjacent Midway Site.

9 45. LAUSD desires a judicial determination that Hankey and Midway are
10 strictly liable to LAUSD for all such necessary response costs.

11 46. Such a declaration is necessary and appropriate at this time, as due to the
12 continuing nature of Hankey and Midway's release, LAUSD anticipates that it will
13 likely incur future response costs and will likely be required to undertake future
14 response actions necessitated by Hankey and Midway's release at the Adjacent Midway
15 Site for which Hankey and Midway should be strictly, jointly and severally liable.

16 **FIFTH CLAIM FOR RELIEF**

17 **Contribution and Attorneys' Fees Pursuant to the** 18 **California Land Reuse and Revitalization Act** 19 **(Against All Defendants)**

20 47. LAUSD refers to the allegations contained in paragraphs 1 through 28
21 inclusive, and incorporates them by reference as though fully set forth herein.

22 48. The California Land Reuse and Revitalization Act, California Health and
23 Safety Code §§ 25395.60 *et seq.* ("CLRRA") allows a bona fide purchaser ("BFP") to
24 seek contribution from a responsible party for a discharge or release of hazardous
25 substances for which the BFP incurs DTSC or other agency oversight costs for
26 reviewing a response plan or overseeing the implementation of a response plan.

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52. LAUSD is therefore entitled to recover from Defendants, and each of them, past, present and future oversight costs, attorneys' fees, experts' fees, costs incurred in connection with this action, interest and court costs pursuant to California Health and Safety Code §§ 25395.84(a) and 25395.85.

(Against All Defendants)

55. The release by each Defendant of hazardous substances and other contaminants has interfered with LAUSD's use and enjoyment of the School Site in that LAUSD cannot begin construction of the proposed elementary school on the contaminated areas of the School Site until this contamination is remediated to a safe level, and in that LAUSD can only open and operate the proposed elementary school at the School Site for so long as LAUSD takes such measures as DTSC requires and

1 approves to prevent the Defendants' releases from creating an unacceptable risk of
2 harm to the school's students, faculty and staff and to the environment.

3 56. LAUSD is informed and believes and based thereon alleges that the
4 continuous migration of hazardous substances and other contaminants from the
5 Defendants' respective facilities to the School Site constitutes a nuisance within the
6 meaning of California Civil Code §§ 3479 and 3481 because it is injurious to LAUSD's
7 interests in the School Site and interferes with LAUSD's quiet use and enjoyment of
8 the School Site.

9 57. LAUSD is informed and believes and based thereon alleges that the
10 contamination and harm caused by the nuisance can be reasonably abated.

11 58. As a direct and proximate result of the continuing nuisance maintained by
12 the Defendants, and each of them, LAUSD has incurred costs and suffered damages in
13 investigating, testing and remediating the environmental conditions at the School Site,
14 and will continue to incur costs and suffer damages until the environmental conditions
15 at each Defendant's respective facility have been fully remediated, and the migration of
16 hazardous substances and other contaminants from each Defendant's respective facility
17 has ceased. LAUSD is therefore entitled to an award of damages according to proof at
18 trial and an order requiring the Defendants, and each of them, to abate their respective
19 nuisances in accordance with all applicable laws, regulations and orders.

20 **SEVENTH CLAIM FOR RELIEF**

21 **Continuing Public Nuisance**

22 **(Against All Defendants)**

23 59. LAUSD refers to the allegations contained in paragraphs 1 through 28 and
24 54 through 58 inclusive, and incorporates them by reference as though fully set forth
25 herein.

26 60. Groundwater within the State of California, including the groundwater
27 underlying the School Site, and the groundwater underlying each Defendant's
28

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1 respective facility, is “waters of the State” pursuant to California Water Code §
2 13050(e).

3 61. The California Legislature has declared, as stated in California Water
4 Code § 13000, that “the people of the State have a primary interest in the conservation,
5 control and utilization of water resources of the State, and that the quality of all waters
6 of the State shall be protected for use and enjoyment by the people of the State.”

7 62. LAUSD is informed and believes and based thereon alleges that at all
8 material times, the Defendants, and each of them, allowed and permitted hazardous
9 substances and other contaminants to migrate from their respective facilities and into
10 the soil and groundwater on, adjacent to and underlying the School Site and other
11 adjacent properties, and into the waters of the State of California. These hazardous
12 substances and other contaminants continue to migrate onto the School Site and
13 adjacent properties, and into the groundwater.

14 63. The hazardous substances and contaminants released, respectively, by the
15 Defendants are carcinogens, reproductive toxins and/or are otherwise highly toxic to
16 plant and animal life, and their release into the soil and groundwater constitutes a public
17 nuisance within the meaning of California Civil Code §§ 3479 and 3480. The
18 hazardous substances and contaminants have migrated, and are continuing to migrate,
19 into the waters of the State and the environment and are damaging the public natural
20 resources of the State of California. Further, the hazardous substances and
21 contaminants that have migrated onto the School Site expose students, teachers, school
22 administrators, and the community at large to a risk of injury, and harm the public by
23 necessitating the use of taxpayers’ funds for the investigation, testing and
24 environmental remediation of the School Site.

25 64. While this public nuisance affects a considerable number of persons, it has
26 caused special injury to LAUSD because the hazardous substances and contaminants
27 which the Defendants allowed to be released have migrated, and continue to migrate,
28 primarily to the soil and groundwater on and underlying the School Site. Additionally,

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1 the contamination has interfered with LAUSD's free use of the School Site in that
2 LAUSD cannot begin construction of, and cannot open and operate, the proposed
3 elementary school on the contaminated areas of the School Site until this contamination
4 is remediated to a safe level, and LAUSD may only operate the proposed elementary
5 school for so long as LAUSD takes such measures as DTSC requires and approves to
6 prevent the Defendants' releases from creating an unacceptable risk of harm to the
7 school's students, faculty and staff and to the environment.

8 65. LAUSD is informed and believes and based thereon alleges that the
9 contamination caused by the nuisance can be abated at a reasonable cost.

10 66. As a direct and proximate result of the continuing nuisance maintained by
11 the Defendants, and each of them, LAUSD has incurred costs and suffered damages in
12 investigating, testing and remediating the environmental conditions at the School Site,
13 and will continue to incur such costs and suffer damages until the environmental
14 conditions of each Defendant's respective facility has been fully remediated, and the
15 migration of hazardous substances and other contaminants from each Defendant's
16 respective facility has ceased. LAUSD is therefore entitled to an award of damages
17 according to proof at trial and an order requiring the Defendants, and each of them, to
18 abate their respective nuisances in accordance with all applicable laws, regulations and
19 orders.

20 **EIGHTH CLAIM FOR RELIEF**

21 **Continuing Trespass**

22 **(Against All Defendants)**

23 67. LAUSD refers to the allegations contained in paragraphs 1 through 28
24 inclusive, and incorporates them by reference as though fully set forth herein.

25 68. LAUSD is informed and believes and based thereon alleges that the acts
26 and/or omissions of the Defendants, and each of them, have caused hazardous
27 substances and other contaminants to be deposited at the School Site, without
28

1 LAUSD's knowledge or consent, in a manner that has caused great harm and damage to
2 the School Site.

3 69. LAUSD is informed and believes and based thereon alleges that at no
4 relevant time did the Defendants, or any of them, have any legal right, authority or
5 consent to dispose, or allow or cause the disposal, of hazardous substances or
6 contaminants at the School Site.

7 70. LAUSD owns portions of the School Site and has been issued orders of
8 possession for the remainder of the School Site pursuant to its eminent domain actions.
9 The presence of these hazardous substances and other contaminants at the School Site
10 has interfered with LAUSD's ownership and possessory interests in the School Site, as
11 LAUSD cannot construct, operate or maintain the proposed elementary school at the
12 School Site while this contamination remains in excess of regulatory standards and
13 poses an unacceptable risk of harm to students, faculty and staff, and to the
14 environment. Additionally, the presence of hazardous substances and other
15 contaminants at the School Site will continue to interfere with LAUSD's ownership and
16 possessory interests in the School Site, as LAUSD will need to continue to investigate,
17 test and remediate the School Site for the presence of hazardous substances or
18 contaminants that migrate from the Defendants' respective facilities to the School Site.

19 71. LAUSD is informed and believes and based thereon alleges that the
20 Defendants, at all material times, have been the current and/or former owners and/or
21 operators of their respective facilities that are either known, or suspected, to be the
22 source of the soil and groundwater contamination at the School Site.

23 72. LAUSD is informed and believes and based thereon alleges that the
24 Defendants, by reason of their current and/or former ownership and/or operation of
25 their respective facilities, have negligently, recklessly, and/or intentionally caused or
26 permitted the release of hazardous substances and other contaminants into the soil and
27 groundwater during their respective ownership and/or operation of their respective
28 facilities.

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1 73. LAUSD is informed and believes and based thereon alleges that the
2 contamination caused by the trespass can be reasonably abated.

3 74. As a direct and proximate result of the past and continuing trespass by the
4 Defendants, and each of them, LAUSD has incurred costs and suffered damages in
5 remediating the School Site, and will continue to incur costs and suffer damages until
6 the environmental conditions at each Defendant's respective facility have been fully
7 restored.

8 **NINTH CLAIM FOR RELIEF**

9 **Negligence**

10 **(Against the Hankey and Midway)**

11 75. LAUSD refers to the allegations contained in paragraphs 1 through 28
12 inclusive, and incorporates them by reference as though fully set forth herein.

13 76. Hankey and Midway, in their ownership and/or operation of their
14 respective facilities, owed LAUSD a duty to prevent the hazardous substances and
15 other contaminants situated on their respective facilities from migrating onto and
16 contaminating the School Site in a manner which has caused LAUSD to sustain
17 damages and losses.

18 77. Each of Hankey and Midway breached, and continue to breach, their duty
19 of care to LAUSD by negligently owning, maintaining, controlling, managing and
20 operating their respective facilities so as to cause the hazardous substances and
21 contamination situated on their respective facilities to spill onto and contaminate the
22 School Site. These hazardous substances and other contaminants continue to spill onto
23 and contaminate the School Site.

24 78. Each of Hankey and Midway, by failing to exercise reasonable care in
25 their ownership or operation of their respective facilities to control the release of
26 hazardous substances and other contaminants which continue to spill onto and
27 contaminate the School Site, or to abate said hazardous substances and dangerous
28 conditions, have violated and continue to violate numerous state and federal statutes,

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1 rules and regulations, as detailed in this Complaint. At a minimum, each of Hankey
2 and Midway have failed to comply with the provisions of the California Health and
3 Safety Code, CERCLA, the HSAA and other federal and state environmental statutes.

4 79. The purpose of the aforementioned statutes is to set a standard of care or
5 conduct to protect LAUSD, students, faculty, school staff and others in their classes and
6 their property and the environment from the type of improper activities engaged in by
7 Hankey and Midway. Therefore, the improper activities and violations of Hankey and
8 Midway constitute negligence *per se*.

9 80. Each of Hankey and Midway, by failing to exercise reasonable care in the
10 conduct of the ownership and operation of their respective facilities, proximately
11 caused and will continue to cause LAUSD the necessity to investigate, indentify,
12 remove and remediate the hazardous substances and other contaminants at the School
13 Site, and to incur response costs in undertaking each of these activities.

14 81. LAUSD has been damaged by the necessity to incur significant response
15 costs and respond to the negligence of Hankey and Midway, in an amount as yet
16 unknown for which LAUSD makes claim according to proof at trial.

17 82. The damages and losses sustained by LAUSD were caused by the
18 negligence of Hankey and Midway, without any fault of LAUSD contributing thereto.
19 Therefore, LAUSD is entitled to recover from Hankey and Midway the full amount of
20 its damages.

21 **TENTH CLAIM FOR RELIEF**

22 **Common Law Equitable Indemnity**

23 **(Against All Defendants)**

24 83. LAUSD refers to the allegations contained in paragraphs 1 through 28
25 inclusive, and incorporates them by reference as though fully set forth herein.

26 84. At DTSC's direction and as compelled by DTSC and the California
27 Education Code, LAUSD conducted remedial activities and incurred response costs for
28 which Defendants are primarily liable.

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1 85. The Defendants, and each of them, by failing to remediate the hazardous
2 substances and other contaminants existing on their respective facilities and by
3 permitting these hazardous substances and contaminants to migrate onto the School
4 Site, are liable for the presence and release of the hazardous substances and other
5 contaminants onto the School Site.

6 86. Any liability or potential liability of LAUSD due to the presence of
7 hazardous substances and other contaminants at the School Site is the sole and
8 proximate result of the improper handling, use, storage, disposal and release by
9 Defendants of hazardous substances and other contaminants at their respective facilities
10 which gave rise to a duty on the part of the Defendants to investigate and remove or
11 remedy the hazardous conditions created by their conduct.

12 87. Defendants have failed and continue to fail to recognize their equitable
13 obligation to assume responsibility for the investigation, removal and/or remediation of
14 the hazardous substances and other contaminants which have contaminated the School
15 Site.

16 88. As LAUSD has incurred costs as a consequence of the Defendants'
17 improper handling, use, storage, disposal and release of hazardous substances and other
18 contaminants, LAUSD is entitled to be indemnified by Defendants for all of LAUSD's
19 past, present and future costs for the investigation, testing, removal and remediation of
20 the hazardous substances and other contaminants at the School Site, including
21 attorneys' fees, incurred in response to LAUSD's duty and obligations arising under
22 state and federal law.

23 **ELEVENTH CLAIM FOR RELIEF**

24 **For Declaratory Judgment**

25 **(Against All Defendants)**

26 89. LAUSD refers to the allegations contained in paragraphs 1 through 88
27 inclusive, and incorporates them by reference as though fully set forth herein.
28

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90. LAUSD is informed and believes and based thereon alleges that an actual controversy has arisen and now exists between LAUSD and Defendants, and each of them, in that LAUSD contends, and Defendants deny, that responsibility for the hazardous substances and other contaminants caused or permitted to come onto the School Site rests solely and entirely upon Defendants.

91. LAUSD has incurred and will continue to incur necessary response costs, including, but not limited to, investigatory, remedial and removal expenses, attorneys' fees, and interest, in remediating the School Site.

92. LAUSD seeks a declaration of the rights and obligations of the parties, binding in any subsequent action or actions to recover necessary response costs and other damages incurred and to be incurred by LAUSD in connection with the releases, threatened releases, spills, disposals, discharges of hazardous substances and other contaminants that have and will pollute the School Site in the manner previously referenced. Such declaration will prevent multiple, future actions to determine the rights and obligations of the parties.

TWELFTH CLAIM FOR RELIEF

For Injunctive Relief under State Law

(Against All Defendants)

93. LAUSD refers to the allegations contained in paragraphs 1 through 88 inclusive, and incorporates them by reference as though fully set forth herein.

94. LAUSD is informed and believes and based thereon alleges that the Defendants, and each of them, have wrongfully and unlawfully permitted hazardous substances and other contaminants to be released onto the School Site and into the School Site's underlying groundwater.

95. LAUSD has demanded that the Defendants, and each of them, stop permitting these hazardous substances and other contaminants to be released onto their respective facilities, the School Site and into the School Site's underlying groundwater. Defendants have refused and still refuse to refrain from this conduct.

1 96. The wrongful conduct of the Defendants, and each of them, unless and
 2 until enjoined and restrained by order of this court, will cause great and irreparable
 3 injury to LAUSD in that so long as hazardous substances and other contaminants
 4 continue to migrate to and remain on the School Site, LAUSD's contractors,
 5 employees, agents, and the students, faculty and staff of LAUSD's future elementary
 6 school, remain at risk of exposure to the hazardous substances and other contaminants,
 7 and the School Site will remain at risk of exceeding acceptable levels for these
 8 hazardous substances and other contaminants.

9 97. LAUSD has no adequate remedy at law because, unless and until
 10 Defendants are enjoined from allowing, and are required to remediate, the hazardous
 11 substances and other contaminants contained thereon to be released onto School Site
 12 and into the School Site's underlying groundwater, the School Site is at risk of
 13 exceeding acceptable regulatory levels for these hazardous substances and other
 14 contaminants. This will result in further irreparable harm to LAUSD.

15 WHEREFORE, LAUSD prays for judgment as follows:

- 16 1. Against all Defendants for response costs and other damages, under
 17 CERCLA, incurred by LAUSD, including reasonable attorneys' fees and interest;
- 18 2. For a judicial declaration under CERCLA that all Defendants, and each of
 19 them, are liable for all future response costs incurred by LAUSD and other costs that
 20 may be incurred by LAUSD in connection with the School Site;
- 21 3. Against all Defendants for response costs and other damages, under
 22 HSAA, incurred by LAUSD, including prejudgment interest allowed by law;
- 23 4. For a judicial declaration that under HSAA that Hankey and Midway are
 24 liable for all future response costs and other costs that may be incurred by LAUSD in
 25 connection with the School Site;
- 26 5. Against all Defendants for oversight costs and other damages, under
 27 CLRRRA, incurred by LAUSD, including reasonable attorneys' fees and interest;

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6. Against all Defendants for general, consequential and incidental damages, in an amount to be proven at trial, caused by their continuing private nuisance, continuing public nuisance and continuing trespass;

7. Against Hankey and Midway for general, consequential and incidental damages, in an amount to be proven at trial, caused by their negligence;

8. Against all Defendants for equitable indemnification;

9. For a judicial declaration that all Defendants caused the contamination at the School Site and are liable for its total cost of remediation;

10. For injunctive relief ordering all Defendants to clean up the hazardous substances and other contaminants they have disposed of, released and dumped on and from their respective facilities;

11. For injunctive relief prohibiting all Defendants, and all persons acting under, or in concert with or for them, from contaminating the School Site and their respective facilities; and

12. Against all Defendants for such other and further relief which the Court may deem just and proper.

DATED: February 17, 2010

DAVID R. HOLMQUIST

JAY F. GOLIDA

LOS ANGELES UNIFIED SCHOOL DISTRICT

FERNANDO VILLA

JEFFREY N. BROWN

KAYCEE B. VELARDE

PIRCHER, NICHOLS & MEEKS

By: 

Fernando Villa

Attorneys for Plaintiff LOS ANGELES
UNIFIED SCHOOL DISTRICT

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JURY DEMAND

LAUSD demands a jury trial as to all issues, claims and defenses for relief for which a jury is allowed.

DATED: February 17, 2010

DAVID R. HOLMQUIST
JAY F. GOLIDA
LOS ANGELES UNIFIED SCHOOL DISTRICT

FERNANDO VILLA
JEFFREY N. BROWN
KAYCEE B. VELARDE
PIRCHER, NICHOLS & MEEKS

By: 

Fernando Villa
Attorneys for Plaintiff LOS ANGELES
UNIFIED SCHOOL DISTRICT

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Philip S. Gutierrez and the assigned discovery Magistrate Judge is Paul Abrams.

The case number on all documents filed with the Court should read as follows:

CV10- 1181 PSG (PLAx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

===== :
NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES UNIFIED SCHOOL DISTRICT

CASE NUMBER

PLAINTIFF(S)

CV 10-01181-PSG(PLA)

v.

BP AMERICA INC., a Delaware corporation; HANKEY INVESTMENT
COMPANY, LP, a California limited partnership; MIDWAY MOTORS, a
California corporation; and DOES 1-10, inclusive,

DEFENDANT(S).

SUMMONS

TO: DEFENDANT(S): _____

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Fernando Villa/Jeffrey N. Brown/Kaycee B. Velarde, whose address is Pircher, Nichols & Meeks, 1925 Century Park East, Suite 1700, Los Angeles, CA 90067. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 17 FEB 2010

By: *Manik, D.*
Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)]. _____

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself ☐)
LOS ANGELES UNIFIED SCHOOL DISTRICT

DEFENDANTS

BP AMERICA INC., a Delaware corporation; **HANKEY INVESTMENT COMPANY, LP**, a California limited partnership; **MIDWAY MOTORS**, a California corporation; and **DOES 1-10**, inclusive

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

FERNANDO VILLA (SBN 118386) / **JEFFREY N. BROWN** (SBN 105520)
KAYCEE B. VELARDE (SBN 252332)
PIRCHER, NICHOLS & MEEKS
 1925 Century Park East, Suite 1700
 Los Angeles, California 90067
 (310) 201-8900

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
 (Place an X in one box for plaintiff and one for defendant.)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No

☒ **MONEY DEMANDED IN COMPLAINT: \$ in excess of \$3.0 million**

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9613(b) and state statutory and common law claims. Plaintiff seeks response costs, indemnity, damages and injunctive relief with respect to contaminated school site.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS PERSONAL INJURY	TORTS PERSONAL PROPERTY	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General Habeas Corpus	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	PROPERTY RIGHTS
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 630 Liquor Laws	SOCIAL SECURITY
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 891 Agricultural Act	REAL PROPERTY	IMMIGRATION	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 862 Black Lung (923) (405(g))
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input checked="" type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land				FEDERAL TAX SUITS
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609

FOR OFFICE USE ONLY: Case Number:

CV10-01181

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER):

Fernando Villa

Date February 7, 2010

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))